

1. HONORABLE JAMES L. ROBART
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7. THE UNITED STATES DISTRICT COURT FOR THE WESTERN
8. DISTRICT OF WASHINGTON AT SEATTLE
9. SEOIL AGENCY CO, LTD., a Korean
10. corporation,
11. Plaintiff,
12. v.
13. CAMDEN SEAFOODS INTERNATIONAL,
14. LLC, a Washington limited liability company, *in
personam*, and the F/V TIGIL, her engines,
15. equipment, apparel, and appurtenances, *in rem*,
16. Defendants,
17. and
18. 303 NORTHEAST NORTHLAKE WAY, LLC,
19. a Washington limited liability company,
20. Intervenor,
21. Intervenor 303 Northeast Northlake Way, LLC (“NNW”), by and through counsel,
22. Holmes Weddle & Barcott, for its Complaint in Intervention, hereby alleges:
23. **JURISDICTION AND PARTIES**
24. 1. This action is an admiralty and maritime dispute within the meaning of Rule 9(h)
25. COMPLAINT IN INTERVENTION - 1
26. Case No. 2:16-cv-01344-JLR

IN ADMIRALTY

Case No.: 2:16-cv-01344-JLR

**COMPLAINT IN INTERVENTION BY
DEFENDANT 303 NORTHEAST
NORTHLAKE WAY, LLC**

**HOLMES WEDDLE & BARCOTT, A
PROFESSIONAL CORPORATION**
999 THIRD AVENUE, SUITE 2600
SEATTLE, WA 98104-4011
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1. of the Federal Rules of Civil Procedure and the Court's jurisdiction over this action rests in 28
2. U.S.C. § 1333.

3. 2. Intervenor NNW is a Washington limited liability company that does business in
4. Seattle, Washington.

5. 3. SEoiL Agency Co., Ltd., ("SEoiL") is a Korean company that does business in
6. Seattle, Washington.

7. 4. On information and belief, the F/V TIGIL is owned and operated by the Russian
8. Federation.

9. 5. Defendant Camden Seafoods International, LLC, is a Washington limited liability
10. company, which was doing business in Seattle, Washington.

FACTUAL ALLEGATIONS

12. 6. NNW owns a dock at 303 NE Northlake Way in Seattle, Washington.

13. 7. The fishing vessel TIGIL is now and has been moored at NNW's dock for many
14. years.

15. 8. Total past moorage for the TIGIL is due to NNW in the approximate amount of
16. \$98,000.00.

17. 9. The moorage bill entitled NNW to a maritime lien against the TIGIL.

18. 10. On information and belief, in 2013, SEoiL provided necessities to the TIGIL.

19. 11. As a result of providing necessities, SEoiL was also entitled it to a maritime lien
20. against the TIGIL.

21. 12. On information and belief, SEoiL's lien value was nearly \$500,000.00.

22. 13. The lien of NNW was superior in right to that of SEoiL.

23. 14. In August 2016, SEoiL desired to arrest and sell the TIGIL to satisfy its lien
24. claim, but the superior lien held by NNW made it economically infeasible.

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1. 15. NNW's rate for moorage at that time was \$2,500.00 per month. Moorage is due
2. on the first of each month for the following month.

3. 16. The parties reached an agreement in which SEoL agreed to pay NNW \$2,000.00
4. per month from the time the vessel was arrested through dismissal of suit, or sale of the TIGIL,
5. whichever was earlier. In exchange, NNW would subordinate its maritime lien claim to that of
6. SEoL ("Subordination Agreement"). A copy of the Subordination Agreement is attached as
7. Exhibit 1.

8. 17. NNW agreed to the lower moorage rate of \$2,000.00 per month in exchange for
9. the certainty of payment promised by SEoL.

10. 18. On August 24, 2016, SEoL filed this action, and on September 13, 2016, the
11. TIGIL was arrested.

12. 19. On September 15, 2017, SEoL paid moorage in the amount of \$3,000.00 for the
13. second half of September and all of October 2016.

14. 20. SEoL failed to pay moorage for the months of November and December 2016,
15. and January 2017.

16. 21. On January 17, 2017, NNW notified SEoL that it was in default of the agreement
17. and that the moorage rate was therefore increasing to \$2,500.00 per month.

18. 22. SEoL subsequently made two additional payments totaling \$7,392.36.

19. 23. On October 11, 2017, an auction was held for the sale of the TIGIL. The TIGIL
20. was sold for one dollar (\$1.00).

21. 24. The TIGIL remains moored at NNW's facility.

22. 25. The total amount of moorage accrued for the TIGIL since the time of arrest is
23. \$31,500.00. Of that amount, SEoL has paid NNW a total of only \$10,392.36.

1. 26. SEoiL has made no further moorage payments, nor has it made any arrangements
2. to pay moorage due to NNW.

3. **BREACH OF CONTRACT**

4. 27. NNW reasserts all preceding paragraphs as if fully set forth herein.

5. 28. The Subordination Agreement was a valid and enforceable contract between
6. NNW and SEoiL.

7. 29. NNW performed all obligations under the Subordination Agreement.

8. 30. Under the terms of paragraph 2 of the Subordination Agreement, SEoiL agreed to
9. pay \$2,000.00 per month for moorage of the TIGIL, commencing with the arrest of the vessel,
10. which occurred on September 13, 2016.

11. 31. SEoiL materially breached the Subordination Agreement by failing to pay
12. moorage for the months of November and December 2016, and January 2017.

13. 32. As of February 1, 2017, SEoiL became liable for a default moorage rate of
14. \$2,500.00 per month.

15. 33. SEoiL continued to materially breach the Subordination Agreement by failing to
16. become current on moorage payments at any time.

17. 34. As a direct and proximate cause of SEoiL's breach of contract, NNW lost its
18. priority maritime lien status, and has suffered financial damages, including but not limited to,
19. financial loss of \$21,107.64 plus interest, legal fees, and costs reasonably incurred or caused by
20. SEoiL's breach of its obligations under the Subordination Agreement.

21. **UNJUST ENRICHMENT**

22. 35. NNW reasserts all preceding paragraphs as if fully set forth herein.

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1. 36. In the event the facts in this matter establish that there was no contract between
2. NNW and SEoL for any or all of the period of arrest of the TIGIL, or that such contract was
3. void, NNW herein brings a claim for unjust enrichment.

4. 37. NNW's agreement to subordinate its maritime lien claim to SEoL enabled SEoL
5. to pursue the arrest and sale of the vessel so that SEoL could attempt to collect debt owed by the
6. TIGIL to SEoL.

7. 38. NNW's subordination of its maritime lien conferred a benefit upon SEoL, as it
8. has allowed SEoL to pursue the arrest and sale of the TIGIL without the concern of NNW's
9. superior maritime lien.

10. 39. The benefit was conferred at NNW's expense, who lost its maritime lien claim
11. against the TIGIL.

12. 40. NNW has been impoverished in the amount of \$21,107.64. NNW gave up a
13. maritime lien in the amount of \$21,107.64 for no benefit.

14. **WHEREFORE NNW PRAYS:**

16. 1. That judgment be entered in favor of NNW and against SEoL;
17. 2. That SEoL be awarded damages in the amount of \$21,107.64 plus all
18. other damages caused by SEoL's conduct as alleged above;
19. 3. For the award of pre- and post-judgment interest on any and all damages
20. to the maximum extent permitted by law;
21. 4. For an award of costs and attorney's fees as permitted by law; and,
22. 5. For other and further relief as the Court may deem just and equitable.

24. DATED this 6th day of November, 2017.

25. COMPLAINT IN INTERVENTION - 5
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8 Email: jcasperson@hwb-law.com
9 Attorneys for 303 Northeast Northlake Way, LLC

10 **CERTIFICATE OF SERVICE**

11 I hereby certify, under penalty of perjury,
12 of the laws of the United States, that on the 6th day
13 of November 2017, I electronically filed the above
14 document with the Clerk of the Court using the
15 CM/ECF System which will send notification of
16 such filing to the following:

17 Markos Scheer
18 Williams Kastner
19 Two Union Square
20 601 Union Street, Ste 4100
21 Seattle, WA 98101
22 Email: mscheer@williamskastner.com
23 jyoung@williamskastner.com

24 
25 _____
26 Starla Trotter, Legal Assistant

27 COMPLAINT IN INTERVENTION - 6
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